

DOCKET NO: NNH-CV21-6113614-S : SUPERIOR COURT

DEUTSCHE BANK NATIONAL TRUST : J.D. OF NEW HAVEN
COMPANY, AS TRUSTEE, FOR THE
REGISTERED HOLDERS OF IMPAC
SECURED ASSETS CORP. MORTGAGE
PASS-THROUGH CERTIFICATES SERIES
2007-2

V. : AT NEW HAVEN

76 SHERMAN, LLC and SAMUEL HECHT : AUGUST 30, 2021

ANSWER

COUNT ONE (AS TO DEFENDANT 76 SHERMAN, LLC):

1. Defendant can neither confirm nor deny the allegations made by the Plaintiff and therefore leaves the Plaintiff to its proof.
2. Defendant can neither confirm nor deny the allegations made by the Plaintiff and therefore leaves the Plaintiff to its proof.
3. Defendant can neither confirm nor deny the allegations made by the Plaintiff and therefore leaves the Plaintiff to its proof.
4. Admitted.
5. Defendant can neither confirm nor deny the allegations made by the Plaintiff and therefore leaves the Plaintiff to its proof.
6. Denied.
7. Denied.
8. Defendant can neither confirm nor deny the allegations made by the Plaintiff and therefore leaves the Plaintiff to its proof.

9. Defendants can neither confirm nor deny the allegations made by the Plaintiff and therefore leave the Plaintiff to its proof.
10. Defendants can neither confirm nor deny the allegations made by the Plaintiff and therefore leave the Plaintiff to its proof.
11. Defendants can neither confirm nor deny the allegations made by the Plaintiff and therefore leave the Plaintiff to its proof.
12. Denied.
13. Admitted.
14. Defendants can neither confirm nor deny the allegations made by the Plaintiff and therefore leave the Plaintiff to its proof.

COUNT TWO (AS TO DEFENDANT SAMUEL HECHT):

1-14. Paragraphs 1-14 of the Answer to the First Count of the Complaint are hereby incorporated as Paragraphs 1-14 of this Answer to the Second Count of the Complaint, as if fully included herein.

15. Admitted.
16. Admitted.
17. Defendant can neither confirm nor deny the allegations made by the Plaintiff and therefore leave the Plaintiff to its proof.
18. Denied
19. Denied.
20. Defendant can neither confirm nor deny the allegations made by the Plaintiff and therefore leave the Plaintiff to its proof.

SPECIAL DEFENSES:

FIRST SPECIAL DEFENSE: MISREPRESENTATION

At the time Defendant 76 Sherman, LLC assumed the mortgage, the Plaintiff represented to the Defendants that subject property was in good condition and free of defects. The Plaintiff knew or should have known that the subject property was in a severe state of disrepair. The Defendants relied upon Plaintiff's misrepresentation. The Defendant 76 Sherman, LLC was required to expend substantial costs for said repairs to its detriment.

SECOND SPECIAL DEFENSE: UNCLEAN HANDS

The Plaintiff should be barred from foreclosing the mortgage due its own misconduct by not disclosing the true condition of the property to Defendants.

THIRD SPECIAL DEFENSE: BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING:

The Plaintiff breached the implied covenant of good faith and fair dealing by failing to disclose the true condition of the property.

THE DEFENDANTS,

By: _____


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CERTIFICATION

I hereby certify that a copy of the above was or will immediately be mailed or delivered electronically or non-electronically on August 30, 2021 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were or will immediately be electronically served.

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Ori D. Spiegel
Commissioner of the Superior Court